

<div>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</div> <div><input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for Movant</div>		<div>FOR COURT USE ONLY</div>	
<div>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - _____</div>			
<div>In re:</div> <div>Debtor(s).</div>		<div>CASE NO.:</div> <div>CHAPTER:</div>	
		<div>ORDER GRANTING MOTION FOR ORDER IMPOSING A STAY OR CONTINUING THE AUTOMATIC STAY</div>	
		<div>DATE:</div> <div>TIME:</div> <div>COURTROOM:</div> <div>PLACE:</div>	
<div>Movant (name):</div>			

1. The Motion was: ☐ Opposed ☐ Unopposed ☐ Settled by stipulation
2. The Motion affects the following personal property (Property):
- ☐ Vehicle (*describe year, manufacturer, type and model*):
- Vehicle identification number:*
- Location of vehicle (if known):*
- ☐ Equipment (*describe manufacturer, type, and characteristics*):
- Serial numbers(s):*
- Location (if known):*

☐ Other personal property (*describe type, identifying information, and location*):

☐ Real property:

*Street Address:*

*Unit Number:*

*City, State, Zip Code:*

Legal description or document recording number (*including county of recording*):

☐ See attached page.

3. The Motion is granted on the grounds that:

- a. ☐ The present case was filed in good faith.
- b. ☐ The Property is of consequential value or benefit to the estate.
- c. ☐ The presumption of bad faith under 11 U.S.C. § 362(c)(3)(C)(i) or (c)(4)(D)(i) has been overcome as to all creditors.
- d. ☐ The presumption of bad faith as to the Secured Creditor/Lessor under 11 U.S.C. § 362(c)(3)(C)(ii) or (c)(4)(D)(ii) has been overcome.

4. The stay of 11 U.S.C. § 362(a) is

- a. ☐ Imposed as to all creditors until further order of the court.
- b. ☐ Imposed as to the Secured Creditor/Lessor with respect to actions to collect the debt owed to the Secured Creditor/Lessor until further order of the court.
- c. ☐ Imposed as to the Secured Creditor/Lessor with respect to the Property until further order of the court.
- d. ☐ Continued as to all creditors until further order of the court.
- e. ☐ Continued in effect as to the Secured Creditor/Lessor with respect to actions to collect the debt owed to the Secured Creditor/Lessor until further order of the court.
- f. ☐ Continued in effect as to the Secured Creditor/Lessor with respect to the Property until further order of the court.

5. ☐ The stay shall be imposed or continued in effect subject to the terms and conditions set forth in the Adequate Protection Attachment to this order.

6. ☐ See attached continuation page for additional provisions.

Date: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge

## ADEQUATE PROTECTION ATTACHMENT

The stay shall remain in effect subject to the following terms and conditions:

1. ☐ The Movant tendered payments at the hearing in the amount of \$\_\_\_\_\_.
2. ☐ The Movant shall make regular monthly payments in the amount of \$\_\_\_\_\_ commencing \_\_\_\_\_ . All payments due Secured Creditor/Lessor hereunder shall be paid to the following address:  
\_\_\_\_\_
3. ☐ The Movant shall cure the postpetition default computed through \_\_\_\_\_ in the sum of \$\_\_\_\_\_ as follows:
  - a. ☐ In equal monthly installments of \$\_\_\_\_\_ each commencing \_\_\_\_\_ and continuing thereafter through and including \_\_\_\_\_,
  - b. ☐ By paying the sum of \$\_\_\_\_\_ on or before \_\_\_\_\_,
  - c. ☐ By paying the sum of \$\_\_\_\_\_ on or before \_\_\_\_\_,
  - d. ☐ By paying the sum of \$\_\_\_\_\_ on or before \_\_\_\_\_,
  - e. ☐ Other: \_\_\_\_\_
4. ☐ The Movant shall maintain insurance coverage on the property and shall remain current on all taxes that fall due postpetition with regard to the property.
5. ☐ Upon any default in the foregoing terms and conditions, Secured Creditor/Lessor shall serve written notice of default to Movant, and any attorney for Movant. If Movant fails to cure the default within 14 days after mailing of such written notice:
  - a. ☐ The stay shall automatically terminate without further notice, hearing or order.
  - b. ☐ Secured Creditor/Lessor may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the court may grant without further notice or hearing.
  - c. ☐ The Secured Creditor/Lessor may move for relief from the stay upon shortened notice in accordance with the LBRs.
  - d. ☐ The Secured Creditor/Lessor may move for relief from the stay on regular notice.
6. ☐ Notwithstanding anything contained herein to the contrary, the Movant shall be entitled to a maximum of (number) \_\_\_\_\_ notices of default and opportunities to cure pursuant to the preceding paragraph. Once a Movant has defaulted this number of times on the obligations imposed by this Order and has been served with this number of notices of default, Secured Creditor/Lessor shall be relieved of any obligation to serve additional notices of default and provide additional opportunities to cure. If an event of default occurs thereafter, Secured Creditor/Lessor shall be entitled, without first serving a notice of default and providing the Movant with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Movant's failures to perform hereunder, together with a proposed order terminating the stay, which the court may enter without further notice or hearing.

7. ☐ The foregoing terms and conditions shall be binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, the foregoing terms and conditions shall cease to be binding and Secured Creditor/Lessor may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.
8. ☐ If Secured Creditor/Lessor obtains relief from stay based on Debtor's defaults hereunder, the order granting that relief shall contain a waiver of the 14-day stay created by FRBP 4001(a)(3).
9. ☐ Secured Creditor/Lessor may accept any and all payments made pursuant to this order without prejudice to or waiver of any rights or remedies to which it would otherwise have been entitled under applicable non-bankruptcy law.
10. ☐ Other (*specify*):